

# UNFINISHED ENGINEERED WARRANTY INFORMATION

## LIFETIME STRUCTURAL INTEGRITY WARRANTY

Hardwood Design Company (HWD) warrants its products, in their original manufactured conditions to be free from defects in lamination, assembly, milling and dimension. HWD products will remain free from these structural defects for life. This warranty is extended to the original purchaser of the goods and is not transferable.

It is important to note that wood is a hygroscopic material and will expand and contract with changing moisture conditions (seasons). Some separation between boards will occur during seasonal environmental changes. This is not considered a defect and is not covered by this warranty.

## WARRANTY EXCLUSIONS

HWD's warranty does not cover indentations, defects or damages caused by the failure to follow all of the manufacturer's installation procedures. Responsibility for proper storage, inspection and approval of wood floors falls to the consumer and installer prior to permanent installation. The installer is the final inspector of the product. HWD is not responsible for labor costs associated with the repair or replacement of visually defective planks after the floor is installed. In addition, prior to installation the installer should make certain that the jobsite environment conditions are in accordance with the manufacturers guidelines and that the subfloor is properly inspected for moisture conditions according to the National Wood Flooring Association (NWFA) guidelines, which can be found on their website at <http://www.nwfa.org>. The guidelines should also be consulted for installation over radiant heat underlayment.

HWD's warranty does not cover indentations, scratches, defects or damages caused by improper maintenance, insufficient protection, misuse or improper alterations of the original manufactured product.

HWD's warranty does not cover damages caused by the use of oil soaps, liquid or paste wax products or other household cleaners that are not recommended maintenance products.

HWD's warranty excludes non-factory applied finishes including, but not limited to, refinishing. HWD's warranty does not cover indentations, scratches, defects or damages caused by negligence, water, insects, pets, spiked or damaged heel shoes, vacuums with beater bar heads, furniture, appliances, casters, falling or dropped objects or construction traffic.

HWD's warranty excludes indentations, scratches, defects or damages caused by neglect or abuse including, but not limited to, failure to take proper precautions to protect furniture legs and feet with protective pads and properly functioning casters or improper protection during the construction process when moving heavy objects or sustaining heavy traffic.

HWD's warranty does not cover defects or damages caused by manmade or natural disasters including, but not limited to: leaking or broken plumbing, fire, flood, earthquake or standing water during or after construction.

The following items are not covered by HWD's warranty:

- Damage caused by negligence, accidents, misuse or abuse.
- Damage caused by vacuumed beater bars or hard heads.
- Damage caused by appliances, furniture or casters.
- Damage caused by cutting from sharp objects.
- Damage caused by flooding, fire and other natural disasters or Acts of God.
- Reduction in gloss, scratches or indentations due to sand or other abrasives, pets, insects, construction traffic, or failure to maintain the floor as required.
- Color, shade, or texture variations between samples or replacement flooring and the actual material.
- Color variations between flooring and/or samples and other flooring or wood products, which you wish to match (i.e. cabinets, stair railings, trim, etc.).
- Changes in color due to exposure to sunlight or age.
- Deficiencies related to subfloor/floor assemblies, subfloor preparation materials, and fasteners including, but not limited to, uneven subfloor surfaces, floor deflection or voids in the subfloor.
- Noises (squeaks, etc.) associated with anything other than manufacturing defects of the flooring.
- Naturally occurring wood characteristics, such as variations in grain, color, mineral streaks and knots.
- Natural expansion and contraction resulting in separation between boards or damage caused by low or excessive humidity <40 degrees or >60 degrees.
- Products designated as "off goods," as the products are sold "AS IS."
- Commercial installations of residential products.
- Construction or installation-related damage.
- Floors damaged or adhesive breakdown caused by subfloor moisture or water damage, including but not limited to, broken or leaking water pipes, flooding, we-mopping spills or weather conditions.

THE CUSTOMER AND INSTALLER ARE RESPONSIBLE FOR INSPECTING FLOORING UPON RECEIPT PRIOR TO INSTALLATION. WE ACCEPT NO RESPONSIBILITY FOR LIABILITIES, CLAIMS OR EXPENSES, INCLUDING LABOR COSTS, WHERE FLOORING WITH VISIBLE DEFECTS HAS BEEN INSTALLED.

## NATURAL EXPANSION AND CONTRACTION

Engineered wood flooring is a natural product. Some minor contraction and expansion may occur. Changes in the product due to the natural properties of the wood will not be covered by the warranty. These occurrences and/or visual changes in the hardwood floor will frequently self-correct with seasonal climate changes or under normal environmental conditions. HWD Co. will not repair or replace a floor due to these natural changes caused by normal environmental conditions.

## WARRANTY CLAIM PROCESS

In the unlikely event that any portion of your floor should fail, with respect to any of the provisions of this warranty, Hardwood Design Company, as its sole option to the original purchaser, will repair,

refinish or replace such portion with the same product or another product of equal value at no cost to you. In the unlikely event that HWD is unable to correct the failure after a reasonable number of attempts, HWD will refund, if requested, the purchase price for the portion of the material that fails. This provision does not cover the removal or replacement of cabinets and other fixtures. HWD Co. will not refund the installation costs or any amount beyond the purchase price of the floor.

## LIMITS OF THIS WARRANTY

Any attempt to replace, refinish, or repair the floor prior to HWD Co. inspection and authorized repair actions will void this warranty. No distributor, installer, dealer, agent sales person or HWD Co. sales representative is authorized to change or increase the terms of coverage of this warranty. This warranty in lieu of all other representation, collateral agreements, conditions or warranties of any kind, whether expressed or implied, including without limitation any condition or warranty as to merchantability, fitness for a particular purpose, durability, quality, condition, suitability or any condition or warranty arising by statute or otherwise in law or equity or from a course of dealing or usage of trade. There are no warranties, which extend beyond the face hereof.

## LIMITS ON DAMAGE

In no event shall Hardwood Design Co. or its suppliers be liable for any direct, punitive, indirect, commercial, economic incidental, consequential, or special damages resulting from use or loss or use or the performance or non-performance of HWD Co. engineered flooring or from a breach of this warranty, whether such liability is asserted on the basis of contract, tort or otherwise. HWD Co. total liability under this warranty will not, under any circumstances, exceed the actual total price paid by the original purchaser for the flooring.

## ADDITIONAL TERMS

Certain conditions, limitations, and exclusions set out in this warranty are not permitted or effective in some states. Some of the conditions, limitations, and exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights which vary from state to state. This manufacturer warranty replaces any legal warranty otherwise applicable within the limits permitted by law.

To file a claim:

Contact the HWD representative with whom you made the original purchase. If the representative is unable to satisfy the claim, we will place you in touch with our offices. Please include:

- Name and Contact Information
- Date of Purchase
- Name(s) of the Home Builder, Architect and/or Designer's, as applicable
- Name of the HWD Representative you worked with
- Name of the contractor or company that installed the floors

- Any and all sales invoices/receipts related to the purchase and/or installation

Hardwood Design Company reserves the right to have a designated representative inspect the floors, and remove any samples for technical analysis.

This document services as the complete and exclusive statement of warranty, and is in lieu of all other expressed and/or statutory warranties. Hardwood Design Company assumes no liability for incidental or consequential damages. This warranty gives specific legal rights that may vary state to state.